

CONTENT STREAM AGREEMENT

BETWEEN

ITEMBO.COM (GIANT BEATS, LLC)
(THE COMPANY)

AND

(THE CONTENT OWNER)

PREPARED BY:
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CONTENT STREAM AGREEMENT

THIS CONTENT AGREEMENT is made this _____ day of _____ 20_____

BETWEEN

GIANT BEATS, LLC, a company incorporated under the laws of the Federal Republic of Nigeria and having its registered office at Suit 304, Dankuchi Plaza, Onitsha Street Area 11, Abuja-FCT (hereinafter called THE COMPANY, which expression shall include its successors-in-title, its licensees and assigns) of the one part,

AND

_____ of _____

(hereinafter called THE CONTENT OWNER, which expression shall include, artists, record labels, musicians, their successors-in-title, legal representatives and assigns) of the other part.

WHEREAS

1. This Agreement is intended for the use of the platform set up by The Company, to enable Content Owners convert their content into revenue, being paid to them as their content is streamed on the platform.
2. The Content Owner is a content owner of a musical act, being a musician, a song writer, a record label, or other who owns right over the content and uploads or authorizes upload of same on the platform.
3. The Content Owner acts herein by himself and/or authorizes another to act on his behalf.
4. The Content Owner has represented The Company that he is in a position to ensure the carrying into effect of the terms and conditions of this Agreement.
5. The Company shall provide the platform for the Content Owners to upload their content for streaming and the Company shall pay royalty to the Content Owner in accordance with the terms of this Agreement.

6. The platform shall be itembo.com and/or whatever designation the Company decides to change it to in the future.

NOW, IT IS HEREBY AGREED as follows:

1. BINDING EFFECT OF THE AGREEMENT

This Agreement shall be binding on the Content Owner, and its agents, organs or workers, as well as on the Company and all its officers.

2. THE PLATFORM

The Company shall provide a suitable environment for streaming content online through its platform itembo.com .com. or whatever designation each decides to change it to in the future, and shall make the platform accessible 24 hours a day, 7 days a week. The Company shall not be held liable for any downtime experienced on itembo.com due to site maintenance or any unforeseen circumstance.

3. PAYMENTS

The Company shall pay Content Owners on the platform, the agreed premium minimum of NGN7.00 for every stream. The Premium amount is subject to change by the Company, with or without notice of the Content Owner.

Payoffs will be made upon every threshold that corresponds with when the subscription plan of the Content Owner has been achieved. Payment will be made less administrative charges and tax deductions.

3. DUTIES OF THE COMPANY

THE COMPANY UNDERTAKES as follows:

- a. The Company shall reserve the exclusive rights to explore alternative channels of monetization on behalf of the content owner both on and off the shores of Nigeria.

- b. The Company will provide real-time statistics on the amount of streams and revenue generated at any given time.
- c. The Company will provide storage space in the cloud to host all digital audio and video formats during the period of this contract.
- d. The Company reserves the exclusive rights to advertise on the Content Owner's page on the platform, and may display pictures, music covers and other promotional kits in adverts by third party advertising the Platform. The Company may use the content by the Content Owner to advertise on the platform.
- e. The Company shall not be held liable for any online downtime or break in transmission and technical malfunctions experienced, during the course of this contract, on the Platform, due to site maintenance or any unforeseen circumstances.
- f. In a situation where this contract is terminated before the payoff threshold is reached, the Company reserves the exclusive discretion to decide a convenient payoff and term of settlement.
- g. The Company reserves the rights to verify contents uploaded on the platform to ensure that Content Owners are the rightful owners of uploaded content.
- h. The Company will grant Content Owners access to discounted services rendered by its partners which includes but not limited to photographers, Stylists, Makeup artists, Public relations, radio stations, editors, recording studios etc.
- i. The Company has right to delete, disable or remove any content on the platform, it considers unfit, unprofessional and not in line with its standards as to quality, originality or fitness and shall not be liable in whatsoever way to the Content Owner for doing so.

4. DUTIES OF CONTENT OWNERS

THE CONTENT OWNER UNDERTAKES as follows:

- a. That he is the rightful owner of the content he shares or wishes to share on the platform and that it is not in any dispute with third parties.
- b. To subscribe to any one of itembo.com premium package (renewable annually).
- c. To be available for itembo.com sponsored events and press conferences. (terms of which will be negotiated as at when due).

- d. To use social media and other assets at their disposal to promote their pages on the platform.
- e. To upload professionally mixed and mastered material, not pirated or copyrighted work of other artists. The musical content, lyrics and all other contents thereof provided or to be uploaded by the Content Owners under this agreement will not infringe any copyright or any other right of any individual, firm, company or corporation.
- f. The Content Owner undertakes to be solely responsible to any proprietary right of the contents uploaded by him. In the situation, for any reason whatsoever he uploads contents which he doesn't have full right over, he shall bear total liability for the infringement and the Company shall be absolved of all liabilities resulting thereto.
- g. In the case of a Record Label, Band or Musical group, any member leaving the group during the term of this Agreement shall not for the period within the subsistence of this Agreement, claim personal right as to the proprietary rights over contents already uploaded on the platform by any member or the Group as a whole.
- h. However such member as stated in paragraph "g" above is at liberty to enter into similar contract with the Company for content he has legal right over.

5. TERMS OF PAYMENT

The Company shall within reach of the threshold of downloads on the platform, pay the Content Owner the agreed sum as reflected in the downloads, and the Content Owner shall acknowledge receipt of the payment by email and by receipt to be issued by the Company.

Where for technical reason, or other reasons the Company is unable to pay the Content Owners as at when due, the Company may notify the Content Owner for extension of time within which to make the payment of the sum due to the Content Owner.

Any unpaid amount owned the Content Owner by the Company which are not recovered by the Content Owner in the aforesaid manner as premiums shall continue to be payable by the Company to the Content Owner as ordinary civil debt.

In the event of the Company being unable, on grounds of bankruptcy, liquidation or any other cause beyond its control, to continue to perform the obligations hereunder the Content Owner may by written notice terminate this Agreement.

6. USE OF BIOGRAPHICAL MATERIALS

The Company shall have the right to use the name, recordings, photographs, video and the likes of the Content Owner and biographical material concerning him for advertising and promotional purposes on or off the platform by virtue of this Agreement.

7. WARRANTY

The Content Owner hereby agrees to indemnify and to keep the Company indemnified against any claims, actions and all liability, losses, damages, cost or expenses, incurred by reason of any such claim or action which may occur through the upload or any activities related to the contents uploaded on the Platform by or for the Content Owner. The Content Owner also hereby agrees to indemnify and to keep the Company indemnified against any and all claims cost, proceedings, demands, damages and/or expenses resulting from use of the contents for advert or promotional activities by the Company, by reason of this Agreement.

8. BREACH OF CONTRACT

If either party shall be in any breach of this Agreement or otherwise adopt a course of conduct and in the opinion of the other party such course of conduct as the case may be causes the Owner of the Company to be lowered in public esteem then the aggrieved party shall be entitled (without prejudice to any other rights or remedies to which it may be entitled under the terms of this Agreement by notice in writing) to make claims for breach of contract.

9. DISPUTES

Any dispute as regards the interpretation of this Agreement shall be referred to Arbitration in the first instance and in the event of judicial proceedings the matter shall be settled in accordance with Nigerian law.

IN WITNESS WHEREOF, the parties have executed this presents in the manner hereunder appearing the day and year first above-mentioned.

THE COMMON SEAL of the within-named Company was hereunto affixed in the presence of

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED by the within-named CONTENT OWNER

Signature of Content Owner

In the presence of

Name: _____

Address: _____

Occupation: _____

Signature: _____

Date: _____

Bank Detail

Bank Name: _____

Account Number: _____